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ABSTRACT

The effects of collective bargaining contracts on school administration and teacher-principal relations are neither as visible nor as far-reaching as has been believed. Interviews with 189 teachers and 100 administrators, conducted in 18 schools in six diverse districts in as many states, indicate that implementation of contract provisions varies according to their enforceability and their importance to teachers. Fully implemented provisions, dealing with job security, class size, and duty-free lunch periods, were both easily enforceable and highly significant to teachers. Some important teacher concerns, however, such as student discipline and adequate materials and facilities, could only be partially enforced. Finally, some provisions that were enforceable but not highly important to teachers were variably implemented. Teachers and principals either ignored, enforced, or informally renegotiated such provisions, which included teachers' use of preparation periods, supervisory duties outside class, and meeting length and frequency. Implementation of these provisions could vary from school to school even in the same district, depending on the principal's administrative style and relationship to the faculty. (Author/RW)

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IMPLEMENTING TEACHER CONTRACTS IN THE SCHOOLS

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In assessing the effects of teacher unionism on schools, attention is typically focussed on the contract. What administrative constraints does it impose? What teacher rights does it guarantee? The outcomes of the process of collective bargaining are thought to be embodied in the contract language, and contractual provisions are assumed to be implemented at the school site. In this view, to know the contract is to know the labor practices of the schools.

The research findings reported here challenge that assumption. They show that contract provisions are differentially enforced and that there can be wide variation in labor practices from school to school within a district. Only a small number of non-compensation contract provisions are fully implemented in all schools of the districts where they are negotiated. Others are only partially implemented. Still others are variably implemented and subject to interpretation and informal renegotiation within individual schools.

A contract provision falls into one of three categories depending on its enforceability and its importance to teachers. The first type of provisions include those contract items such as seniority transfer procedures that are <u>fully</u>

implemented in all schools because they are both highly valued by teachers and readily enforceable. A second type of provisions include those such as discipline codes that are difficult to enforce and consequently remain only partially implememted whatever their value to teachers. The third type, including provisions such as those restricting supervisory duties are variably implemented. There is correspondence between the provision and practice in some schools but not in others. While enforceable, these provisions are not perceived by teachers to be in their vital interests and therefore are often amended to fit the needs of the staff, administration, or program of a particular school.

RESEARCH DESIGN

Because so little is understood about the effects of collective bargaining on schools, this research was designed to explore and describe the range of collective bargaining effects in a variety of settings. Its focus was on the non-compensation provisions of teacher contracts and their effects on day-to-day school operations. Using a qualitative methodology, this research followed collective bargaining agreements and teacher unions into the offices, corridors, and classrooms of schools to assess to what degree the contract

is complied with at the school site and to examine the ways in which the union exerts influence on both its membership and the school administration.

In-depth interviews were conducted with 289 teachers and administrators in a diverse sample of six school districts. The districts, which have here been assigned fictitious names, varied in size, controlling labor statute, AFT/NEA affiliation, regional location, urban/suburban/rural character, racial and ethnic composition and enrollment and economic trends. Table I summarizes these district features. There also was wide variation in union strength, contract complexity and strength, and the character of labor relations among the districts of this sample. It was assumed that such a sample would make it possible to map the range and variation of labor practices and to illustrate the effects of different contracts on schools. The methodology of data collection is explained more fully in the Appendix.

FINDINGS

If district level variables such as contract strength, union strength, size, or location were to be important determinants of school practices, one could expect labor

TABLE I

	TYPE	ENROLLMENT	ECONOMY	STUDENT COMPO-SITION	AFFILI-ATION	NUMBER OF STRIKES
Plantville Massachusetts	Urban	9769 Declining	Declining	White Multi-ethnic	AFT	None
Shady Heights Rhode Island	Suburban	18,000 Declining	Declining	White	AFT	Four
Vista Arizona	Suburban Consol-idated	17,500 Expanding	Expanding	White Small Mexican	NEA	None
Metropolis Pennsylvania	Urban	240,000 Declining	Declining	62% Black 32% White 6% Hispanic	AFT	Three
Mill City Ohio	Urban	17,000 Declining	Declining	Predominantly Black	NEA	Five
Northwood Oregon	Rural	844 Expanding	Stable	White	NEA	None

relations to look very similar at the school sites within a district and quite different between districts. That pattern, however, was not apparent in the schools. Instead, there was wide variation in the effects of the contract from school to school within the same district. While a small number of provisions were fully complied with at virtually all school sites, many were not.

An analysis of contract compliance in the schools revealed that contract provisions typically fall into one of three categories:

1. Fully implemented provisions that are literally complied with at all schools.
2. Partially implemented provisions that are weakly complied with at all schools
3. Variably implemented provisions that are enforced in some schools, ignored in others, and informally renegotiated in others.

Whether a provision is fully, partially, or variably implemented depends on its importance to teachers and its enforceability. Fully implemented provisions are ones that are highly valued by teachers and enforceable. Partially implemented provisions may be important to teachers but are unenforceable. Variably implemented provisions are those that are enforceable, but are not so important to teachers

to require complete, uncompromised compliance. They accounted for the largest number of non-compensation items in the contract, and were often informally renegotiated by teachers and principals at the school site. Each of these types of provisions will be explored briefly.

Type One: Full Implementation

In these instances, contract language did determine practice. The provisions of the contracts in this study that fell into the first category dealt with seniority layoffs and transfers, class size limits, and duty-free lunch guarantees. (The number and identity of particular provisions might vary somewhat with a larger sample.) Each provision was very important to teachers and enforceable -- a strong provision from the union's perspective.

Seniority Layoff and Transfer Provisions: Job security is, not surprisingly, a central concern for teachers. When asked what issues they might grieve, more teachers responded that they would initiate formal complaints about job security than any other issue; many said that it was the only issue they might grieve.

Seniority-based layoffs are contractually required in Metropolis, Shady Heights, Mill City, and Plantville, all of

which are currently experiencing enrollment declines. In these districts the order of layoffs was strictly adhered to by the administration and closely watched by the union. Involuntary transfers that follow layoffs were also determined by seniority in Metropolis, Shady Heights, and Plantville while "other relevant factors" were considered along with seniority in the other districts. In the districts that had negotiated seniority transfers, principals reported having virtually no control over changes in the composition of staff in their schools. This restriction was, from the principal's perspective, particularly troublesome in Metropolis where transfers were numerous and the union closely monitored compliance. Where there was no room for administrative abuse, there was also no allowance for discretion, no way to fix inappropriate outcomes. Principals recounted extreme incidents where domino sequences of teacher transfers disrupted their schools. They complained about the effect of seniority transfers on the stability and loyalty of their staffs, on standards of instructional competence, and on the quality of teaching in specialized programs. Yet, there was no instance in this study where seniority rights were waived for the sake of the educational program; there was no apparent intradistrict variation in the implementation of

this contract provision.

Class Size Limits: Four of the six sample districts addressed class size in their contracts. The provisions ranged from a class size goal of twenty-five in Shady Heights to a fixed maximum of thirty-eight in the secondary classes of Vista. Distinctions were made in the acceptable class size limits for various levels and subjects in all districts but Metropolis, where the maximum of thirty-three was constant in all grades and subjects.

Teachers value class size limits in part because they believe they make their responsibilities more manageable and success in their work more likely. But more important, class size provisions protect jobs. Teachers in the districts with enrollment declines -- Metropolis, Shady Heights, Mill City and Plantville -- were aware that an additional student in each class in the district would eliminate many teachers' jobs. In Metropolis and Plantville the contract language enabled them to limit student assignments, but class sizes varied in Mill City and Shady Heights where the contract did not establish a maximum. In Vista where enrollments were growing, larger classes were occasionally tolerated by teachers because accepting additional students did not jeopardize any current teaching positions.

Duty-Free Lunch: The third contractual provision that was regularly implemented and closely monitored at the school site was the guarantee of a duty-free lunch, provided for in all the contracts. The Mill City agreement further prohibited assigning teachers to lunch duty at any time; the Metropolis contract said that teachers should be relieved of non-instructional duties "to the extent possible;" and the Vista contract stated that the school board "will make an effort to reduce" such duties. Therefore, while teachers in all districts were assured of unassigned time to eat, they also might be required to supervise the cafeteria at other times in all districts but Mill City.

Teachers are vehement about the importance of released time for lunch; they are only slightly less impassioned in discussing their distaste for cafeteria supervision, regarding it as a tedious policing function, a misuse of their professional time and skills. In several districts the right to a duty-free lunch and the implied release from cafeteria supervision had been hard-won gains that were jealously guarded. Many principals reported that the provision of duty-free lunch time and the management of the cafeteria were for them the most troublesome parts of the contract. Teachers and principals agreed that disorder in the cafeteria

often spilled over into the classroom and disrupted instruction and learning. However, while the principals often contended that teachers should reassume supervision in this area, teachers held firmly that this was solely an administrative responsiblitly.

No teachers were seen to volunteer for cafeteria duty in Mill City where the contract freed them of this responsibility. In Metropolis, where the union argued strongly that the contract meant teachers should be relieved of cafeteria duty, there was but one school of the eighteen consulted where teachers supervised lunch. In that case teachers had not volunteered their services. Rather, the principal held firmly to the contract language that provided teachers relief from these duties "whenever possible." When confronted with grievances, he successfully argued that cafeteria management was not possible without teacher supervision.

Throughout this study, teachers insisted that this negotiated right to a duty-free lunch and the implied release from cafeteria supervision be implemented as fully as the contract and union strength would allow. They repeatedly disavowed responsibility for any disorder that might follow from insisting on this right.

Type Two: Partial Implementation

These guarantees of a secure job, a manageable class size, and released time at lunch were widely reported to be of great importance to teachers. There were other issues that concerned them, but that were not easily enforced through the contract. These included assurances of equitable treatment, standards for student discipline, and guarantees of adequate building security or maintenance. For example, the malfunctions of heating systems in old buildings were big worries for teachers but were not perceived to be contract violations that could be remedied. Outdated texts and worn or damaged equipment were often similarly tolerated. Teachers reported having little confidence in being able to hold administrators to the general contract language on student discipline. They were, for the most part, resigned to pursuing their concerns about discipline informally, outside the contract. However, in the extreme, the contract would be invoked as a last resort, occasionally with success, but often not. Many broken windows in a school, roofs that leaked repeatedly into classrooms, chemistry classes without experimental equipment, and a vice principal who was widely perceived as giving no discipline support to teachers all precipitated grievances in the schools of this study.

But these were the exceptions; this second type of provision, typically unenforceable and weak from the union's perspective, had consistently little effect on school practices.

Type Three: Variable Implementation

The most notable findings of this study reveal considerable variation within districts in the implementation of the contracts and the effects of the union on the school. While contracts included a few provisions that were closely enforced throughout the districts and a few more that were rarely enforced, many other contract provisions were informally renegotiated by teachers and principals at their schools. These included such provisions as the teachers' use of preparation periods, the role of the building advisory committee, the length and frequency of meetings, and the assignment of teachers to supervisory duties. While the Metropolis contract permitted teachers to determine the use of their preparation periods, principals exerted varying degrees of influence and control over its use. The Vista contract stated that the administration would "make an effort to reduce" non-teaching duties. Teachers in one school supervised the cafeteria, buses, playground, and lavatories, while in another assumed no responsibilities of this kind.

Five contracts set limits on the frequency and length of staff meetings. However, the actual schedules varied considerably from school to school within any district. Some principals called fewer or shorter meetings than the contract allowed; others arranged to hold one longer meeting in the place of two short ones; a few fully used the allotted meeting times. Teachers were rarely reported to leave if the meeting occasionally extended beyond the permissible length and were said by principals to comply with requests for additional emergency meetings. Such concessions by teachers were reported to depend largely on the context of the administrator's request. A Plantville principal said that on occasion he will call a faculty meeting without the required forty-eight hours notice. He explains to his staff, "I know this is not according to the contract, but it would be mutually beneficial if we all met." The teachers, he says, accept this because he does not "call meetings for the sake of calling them."

In part, teachers avoided literal contract enforcement because they believed it to be educationally unsound, but they and their principals were also well aware that rigidly insisting on contract compliance was often not in either's best interests. To fully enforce one side of the contract

was to invoke similarly rigid expectations from the other. As one Metropolis principal said, if there were a teacher "who made me walk the chalk line, then I'd make that teacher walk the chalk line." Therefore, both sides saved room to maneuver, to trade favors, and to adjust the force and detail of the contract to fit the particular needs of the school, the teachers, or administrators.

The following example from one Shady Heights school illustrates this renegotiation, reciprocity, and rejection of formalism. The teachers and principal had substituted grade level staff meetings during preparation periods for regular staff meetings. The principal reported:

> A gung-ho teacher came here and thought he could straighten everyone out. He didn't seem to understand our faculty and how we work together. He came to me and said that I had no right to expect the teachers to meet during their free time to discuss these issues, that I was only permitted to call three faculty meetings a month, according to the contract. And I said to him, "You're right. Let's see what we can do about it."

The principal called the faculty together, announced that there would be three one-hour meetings each month and that there would be no excuse for absence.

> Well, after this meeting they got to this guy and they said, "If you ever say anything like that again, we're going to break your neck." Well, that ended that.

The extent of flexibility in this third type of contract provision was usually determined by a combination of factors: The teachers' regard for the principal, the principal's initiatives to bend the contract and the working relationship between that principal and the union leadership within the school. Where there was mutual respect and the administrative expectation that teachers would go beyond the contract, these provisions were reshaped to meet the needs of the school, its principal, and the teachers. Where there was dissatisfaction and dissension between teachers and principals, both sides were more rigid and formal in their expectations and these contract provisions were more closely enforced. The following brief comparisions of two Metropolis high schools point up such differences.

Metropolis High School #1

The labor relationship in this high school was adversarial, with the principal and building representative in open hostile conflict. Teachers insisted on close policing of the contract and very rarely bent it to meet the needs of the school. The building committee which responded to

teacher initiated complaints was said by one teacher to "go looking for other problems." The principal was said by teachers to deliberately force grievances. Five grievances about school practices had been filed by the union within a year. Teachers expressed strong dissatisfaction with the overall organization of the school and blamed the administration for problems of discipline and disorder. The principal argued in response, that such problems should be "collective concerns." Teachers reported being pressured by colleagues not to volunteer for extra duties or activities because of the principal's authoritarian stance toward them.

Metropolis High School #2

The union organization in another Metropolis school was regarded as quite strong, yet the labor relationship in the school was exceptionally cooperative. The principal, who was said to "go by the book with the contract" actively pursued a close working relationship with the building representative and building committee. He said:

> The building committee becomes a resource that I can call for assistance in administering the school . . . . Their involvement in this committee leads to their acceptance of responsibility for the school . . . . The faculty here have a commitment to this school. We have an understanding that this is our school, and not my school, or his school.

Teachers in this school reported strong approval of this cooperative venture. They also reported being very satisfied with the school discipline and control. The contract, while respected and adhered to by the administration, was occasionally bent for the school. For example, in order to maintain advanced math and language courses which have small enrollments, teachers agreed to teach a combination of small and large classes, thus complying with the class size averages but not limits. No teachers reported being pressured to refrain from volunteer activities and many reported participating in such activities.

There were important differences between these schools in the expectations of principals and building representatives. Teachers in the first were considerably less flexible in responding to school needs, teacher-administrator relationships were more formalized, and practices were more rule-bound than in the second school. Such differences persisted despite identical district level influences of contract and union strength.

Other intradistrict differences were not always so extreme. Two elementary schools in Plantville illustrate less dramatic, but equally important variation.

Plantville Elementary School #1

The principal of this elementary school was a strong advocate of teacher unionism but believed that the principal must set the standards for the school: "The teachers," he says, "will go along--contract or no contract." This principal had firm expectations about the performance of his staff. He required teachers to begin supervising the school at 8:20 a.m., fifteen minutes before the beginning of their work day in violation of the contract. He monitored the after-school help provided to students by teachers. He ran a system of staggered lunches that allowed teacher supervision of the cafeteria and playground--an unusual arrangement in the district. Although the schoolwide average on class size was enforced, students were grouped by ability and therefore classes varied considerably in size within the school, sometimes exceeding the contractual maxima. Teachers reported frequent volunteer activities in the school. For example, each spring the PTA sponsored a fair on a Saturday when "everyone gets involved." Teachers expressed great regard for the principal's leadership and tolerant acceptance of his high standards and extra demands. The contract had low prominence in the school and the building representative reported having a good working relationship with the principal against whom no grievances had ever been filed.

Plantville Elementary School #2

The principal in a second elementary school was also a strong union supporter but took a laissez-faire stance toward the teachers, the school, and the union. Teachers in the school were not active union members, the building representative having taken the job because no one else would accept it. The building committee did not function. The principal had encountered one grievance over class size, but in general he was careful not to abridge the contract. He expressed reluctance about monitoring the arrival and departure times of teachers, "I don't like to be a police officer. They say I'm too easy on them." He did not ask teachers to volunteer for extra activities, although many reportedly did out of concern for students. The principal reportedly neither opposed nor supported such teacher initiatives. While there were no apparent labor difficulties in the school, teachers expressed dissatisfaction about the lack of discipline, order and direction of the school. They complained that the principal did not supervise the performance of two teachers generally regarded as incompetent.

While there weren't the stark differences in labor relations at these Plantville schools as there were in the

Metropolis schools described above, there were important differences in the role of the contract, administrative leadership, and teacher services. Both principals respected the contract, but the first asked teachers to go beyond it for the good of the school; they complied. The second principal pursued a cautious course, asking no more of teachers than they were obliged to give. Teachers were approving of the first principal's direction; they were dissatisfied with the second principal's lack of leadership, however contractually correct it might be.

As these examples suggest, differences in principals' administrative style appeared to be central in determining the shape of labor relations and the level of teacher services at the school site. One might legitimately question what other factors might influence these outcomes, e.g., the level and location of the school, history of building labor relations, prevailing union sentiments of staff. Overall, these factors did not seem to carry great weight. For example, labor relations were generally more tranquil at the elementary than the secondary level, but there were schools where that pattern was reversed. Teacher morale in schools serving middle income students might be expected to be higher than in schools serving very poor

students, but there were schools with satisfied and dissatisfied staff in each area.

Such variables were not controlled in this study. However, two schools presented the opportunity to consider the effects of these additional factors when changes in the principalship were followed by dramatic changes in teacher services, contract prominence, and labor relations. Other factors such as location, union strength of the staff, and economic level of students remained constant. A brief account of what happened in each or these schools will illustrate the importance of the principal.

Vista High School

Under a previous administrator, this high school had floundered; labor relations were strained. One teacher described the problem:

> He was authoritarian, but he was never in control of the faculty or the students. We were afraid of him. He was shouting and slamming all the time. The association and the principal were in constant battle. Department meetings with him were very difficult. Nobody could really figure out what he wanted . . . . We didn't have control of anything. Students would leave the campus; they wouldn't be in classes. It was general confusion.

Ten grievances were filed in one year against this principal and teacher morale was reportedly very low.

By contrast, this principal's replacement was characterized as taking "a problem-solving approach to things." One teacher said, "He's very innovative and doesn't come to the teachers with a decision, but with a problem. And he gets things done." The principal was said to be very active and visible in the school. Student discipline and attendance improved dramatically and teaching performance was observed and evaluated regularly by administrators. Morale among teachers was very high. The building representative, who had initiated grievances the previous year, assumed wide administrative responsibilities for attendance under the new administration. No new grievances were filed. Teachers reported voluntarily accepting various supervisory responsibilities for the good of the school.

Shady Heights High School

A new principal, described by teachers as "very professional" and "authoritarian" replaced another principal whom teachers agreed had been unsuccessful. One teacher characterized his shortcomings:

> The previous principal was an inconsistent disciplinarian. He was particularly concerned about what couldn't be done. He

> had a 'hands tied' mentality. He had a buddy approach to dealing with the faculty . . . . he ruled by granting favors. He did things like eliminate the sign-in/sign-out sheet for teachers. He disciplined infrequently and indiscriminately both students and teachers. There were a lot of problems in the building; students were late to class; there was a lot of noise in the corridors; students would come to class unprepared to learn.

When the new principal arrived, teachers, impressed by his purposefulness, were inclined to support him. He quickly reinstated checks on teachers' performance. For example, teachers were required to sign-in and out and received a letter of reprimand if they were late more than three times. Teachers were required to be in their homerooms when the bell sounded, to stand in the corridors between classes, and to formally supervise the halls before, during, and after school. The principal expected them to go beyond the requirements of the contract, and his demands were not grieved even though this was a school with a strong union organization. Teachers reported that the changes had restored order to the school; virtually everyone believed they had been productive. One teacher summarized her satisfaction, "You have to do the classroom job because now the conditions are good and the school is running well."

These two examples emphasize what the others suggest -- the levels of teacher service, literal implementation of the contract, and quality of labor relations were subject to considerable influence by the principal. Intradistrict variations were unmistakable. Teachers in some schools were seen to assume extra supervisory responsibilities, use preparation periods for inservice training, attend extra meetings, reallocate student assignments within the school, and volunteer for extra activities. Teachers in other schools might cut corners on the work day, refuse non-instructional duties not included in the contract, and insist on literal enforcement of teacher observation procedures. There was, of course, variation between these extremes.

Conclusion

The picture of labor relations and contract implementation at the school site, then, has a few fixed and many flexible features. Negotiating provisions of the first type in a district where the union is strong enough to insist on compliance will impose limitations on the principals' control over faculty composition, the allocation of students to classes, and the supervision of the cafeteria.

Yet, many of the contractual provisions are informally renegotiated at the school site where such factors as teacher interests, educational consequences, administrative leadership, and staff allegiance are balanced and counterbalanced.

Finally, it must be noted that flexibility in contract administration at the school site is not without limits. "There are," as Robert Frost wrote, "roughly zones," in this case zones of acceptable administrative discretion and teacher tolerance that, having been set districtwide by contract language and union strength, are beyond the control of teachers and principals. While the principal and individual school staffs can significantly influence and regulate the implementation of contract language and the effects of collective bargaining on their schools, the range of possible outcomes is limited.

APPENDIX A

RESEARCH METHODOLOGY

I selected six districts that would represent a diverse sample of those involved in collective bargaining. Such a sample would permit me to map the range and variation of labor relations practices. Clearly, there are types of districts that are not represented in the sample. However, the districts included in this sample are diverse in size, controlling state statute, AFT/NEA affiliation, regional location, urban/suburban/rural character, racial and ethnic composition, enrollment and economic trends, strength and activity of the union, and strength of the contract. On the basis of preliminary data, I began with hypotheses that suggested that the effects of teacher unionism might be less extensive, formal, and fixed than they are generally thought to be. Consequently, I intentionally included districts reputed to have militant unions and experience with strikes.

There were many possible combinations of districts that might have comprised this sample. Generally, districts were selected because they were recommended by those familiar with local districts (SEA administrators, union leaders, community leaders, other school administrators) as ones that matched the combinations of characteristics I was seeking. I selected the sample sequentially to ensure that

the balance of variables could be maintained. I requested entree into eight districts. Two refused my request; the remaining six make up the final sample.

Within each district, I conducted in-depth interviews with central office administrators, union leaders, principals and teachers. Because of the relatively small number of central office administrators and union officers, I interviewed all who were identified as relevant to the research. The selection of principals was made with the help of district administrators and union leaders. I requested a balanced selection that varied in age and experience, sex, school level and location, labor attitudes, and administrative style. I repeatedly asked those interviewed whether the sample was "balanced and representative of the range of principals in the district."

After completing the interviews with principals, I selected three to five schools in each district that seemed to represent the range of grade level, location, administrative style, and union activity within the district. With the principal, I selected a sample of seven to fifteen teachers, once again seeking diversity on a number of variables: grade, subject, sex, union views, support or opposition to principal, degree of involvement in school

activities. The union building representative, who was always included in this sample, helped select the teacher sample in some cases and always reviewed the selection for balance. I spent one or two full days in each of twenty schools, with the length of visit depending on their size.

The 289 interviews of this study were semi-structured, and varied in length from thirty minutes to two hours. Throughout the research I made a concerted effort to triangulate information and responses, to disconfirm hypotheses, and to seek a range of views. Extensive notes were taken during all interviews. These were later dictated onto tape and transcribed, yielding 2500 pages of field notes.

In addition to the interviews, I informally observed classrooms, corridors, cafeterias, main offices, teachers' rooms and after-school activities. I attended several faculty and one school board meeting when labor issues were on the agenda. I collected copies of contracts, statutes, memos, teacher handbooks, union publications, district publications, and board policies from each of the six districts. I have subscribed to local newspapers for six months following site visits in order to follow current issues, e.g., negotiations, strikes, pending arbitrations.